

An. Code, 1924, sec. 24, 1912, sec. 24. 1910, ch. 346, sec. 21 (p. 273).

**21.** Subject to the provisions of this sub-title and of any statute in that behalf, a contract to sell or a sale may be made in writing (either with or without seal), or by word of mouth, or partly in writing and partly by words of mouth, or may be inferred from the conduct of the parties.

See notes to sec. 22.

An. Code, 1924, sec. 25. 1912, sec. 25. 1910, ch. 346, sec. 22 (p. 273).

**22.** A contract to sell or a sale of any goods or choses in action of the value of fifty dollars or upward shall not be enforceable by action, unless the buyer shall accept part of the goods or choses in action so contracted to be sold, or sold and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract or sale be signed by the party to be charged or his agent in that behalf.

(2) The provisions of this section apply to every such contract or sale, notwithstanding that the goods may be intended to be delivered at some future time, or may not at the time of such contract or sale be actually made, procured or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof, or rendering the same fit for delivery; but if the goods are to be manufactured by the seller especially for the buyer and are not suitable for sale to others in the ordinary course of the seller's business, the provisions of this section shall not apply.

(3) There is an acceptance of goods within the meaning of this section when the buyer, either before or after delivery of the goods, expresses by words or conduct his assent to becoming the owner of those specific goods.

Oral contract for sale of tomatoes; charging of seed and fertilizer not regarded as given in earnest to bind contract in absence of evidence that they were so charged by order or acquiescence of defendant. *Hearn v. Ruark*, 148 Md. 362.

Letter from accredited salesman confirming oral contract of sale is compliance with this section as to seller, but does not bind buyer unless he signs or unless signer is agent of buyer also. *Reckord Mfg. Co. v. Massey*, 151 Md. 350.

Oral sale of goods of value of \$50 is made enforceable by acceptance of goods; prayers. Defeating buyer's right to reject; evidence. *Karwacki v. Holtsberg*, 144 Md. 103.

Although order not signed, recognition of order by subsequent letters, *held* sufficient memorandum. *Kahn v. Carl Schoen Silk Corp.*, 147 Md. 520.

This section referred to in construing secs. 23 and 94. *Engineering & Machine Co. v. Swindell*, 161 Md. 571.

Under Statute of Frauds, as re-enacted in this section, the enforceability of the agreement depends upon the completeness of the written note, and evidence of parol negotiations cannot be received to add to or modify the terms expressed in writing. *Frey & Sons, Inc. v. Magness*, 161 Md. 380.

Objection to oral contract cannot be made for the first time on appeal. *General Motors Truck Co. v. Texas Supply Co.*, 64 Fed. (2nd), 527.

Cited but not construed in *Laporte Corp. v. Cement Corp.*, 164 Md. 645; *Feeser, Inc. v. American Can Co.*, 2 F. Supp. 561.

Where a tenant sells a growing crop of wheat to a party who pays therefor and tenant gives a receipt, statute is complied with. Evidence tending to show an acceptance of goods within meaning of this section. Meaning of term "actually receive." Constructive delivery of growing crops by tenant to landlord as against subsequent *bona fide* purchaser without notice. When a contract is executed defendant may rely on it, although suit may not be brought on it while executory; contract not executed. Statute of frauds. See notes to art. 21, sec. 45. *Stem v. Crawford*, 133 Md. 582.

This section changes rule that a sale of a crop not yet thrashed, shucked or gathered, was not a sale of goods, wares or merchandise, and hence was not within 17th section of statute of frauds. Purchaser held to have accepted and received wheat and given something in payment (if his contention is correct). Although a contract may not be enforced on account of statute of frauds it may serve as a defense. *Willard v. Higdon*, 123 Md. 452.